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INTERSTATE COMMERCE COMMISSION

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CONDITIONAL SALE AGREEMENT

Between

PACCAR, INC.

And

SOUTHERN PACIFIC TRANSPORTATION COMPANY

Dated as of

March 1, 1975

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DECLARATION OF FULL PAYMENT

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Conditional Sale Agreement Between  
PACCAR, Inc.  
and Southern Pacific Transportation Company  
dated as of March 1, 1975

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DECLARATION OF FULL PAYMENT

METROPOLITAN LIFE INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby certify that certain Conditional Sale Agreement dated as of March 1, 1975, by and between PACCAR, Inc. and Southern Pacific Transportation Company, covering the construction, sale and delivery to said Southern Pacific Transportation Company of the 350 box cars and 389 flat cars therein described, as amended by Amendment Agreement dated as of October 1, 1975, excluding 389 flat cars and adding 200 gondola cars and 286 hopper cars; as amended by Second Amendment Agreement dated as of February 1, 1976, adding 4 hopper cars; as amended by Third Amendment Agreement dated as of May 1, 1976, amending the First Amendment Agreement "Railroad's Numbers"; as supplemented by First Supplemental Agreement dated as of August 10, 1981, substituting 5 gondola cars, 5 hopper cars, 7 box cars and a double-stack container for 9 box cars, 19 hopper cars and a gondola car which were destroyed; as supplemented by Second Supplemental Agreement dated as of November 15, 1985, substituting 7 locomotives for 12 hopper cars, 4 gondola cars and 19 box cars which were destroyed; and as supplemented by Third Supplemental Agreement dated as of May 15, 1987, substituting 3

locomotives for 7 box cars, 18 hopper cars and a locomotive which were destroyed; said Conditional Sale Agreement being by PACCAR, Inc. assigned to Metropolitan Life Insurance Company by Agreement and Assignment dated as of March 1, 1975, has been fully satisfied, paid and discharged.

Metropolitan Life Insurance Company does hereby acknowledge and declare that the purchase money for the equipment covered by said Conditional Sale Agreement, said Amendment, Second Amendment and Third Amendment Agreements, and said First, Second and Third Supplemental Agreements has been paid in full; that all of the terms and conditions of said Conditional Sale Agreement have been performed; that Southern Pacific Transportation Company has made all payments and met all charges required by the said Conditional Sale Agreement; that all of the indebtedness under said Conditional Sale Agreement, and the interest thereon, has been satisfied; and that the said Conditional Sale Agreement has terminated.

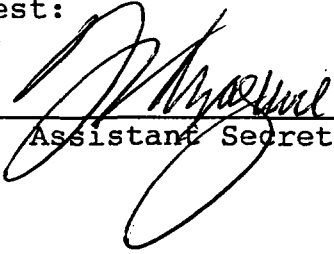
Metropolitan Life Insurance Company does hereby consent that the record of its title to all the equipment covered by said Conditional Sale Agreement be canceled and discharged and that this Declaration may be filed or recorded or noted on the margin of the record of said Conditional Sale Agreement wherever the same may have been filed or recorded.

IN WITNESS WHEREOF, Metropolitan Life Insurance Company has caused this instrument to be executed in several counterparts by

its proper officers thereunto duly authorized and its corporate  
seal to be hereto affixed this 13th day of <sup>February</sup>~~January~~, 1991.

METROPOLITAN LIFE INSURANCE COMPANY

Attest:

  
\_\_\_\_\_  
Assistant Secretary

By   
\_\_\_\_\_  
VICE-PRESIDENT AND INVESTMENT COUNSEL

STATE OF NEW YORK

CITY AND COUNTY OF NEW YORK

)  
) ss.  
)

On this 13<sup>th</sup> <sup>February</sup> day of ~~January~~, 1991, before me personally appeared John C. Kelsh, to me personally known, who being by me duly sworn, says that he is a VICE-PRESIDENT AND INVESTMENT COUNSEL of Metropolitan Life Insurance Company; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Audrey Fishbein  
Notary Public

AUDREY. FISHBEIN  
Notary Public, State of New York  
No. 24-4956221  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires September 11, 1991